

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA)	
)	
v.)	CRIMINAL NO. 02-568-A
)	
JAMES R. NIBLOCK,)	
)	
Defendant.)	Counts 1-40: Wire Fraud
)	(18 U.S.C. §§ 1343, 2)
)	FORFEITURE
)	18 U.S.C. § 981

INDICTMENT

October 2002 TERM - at Alexandria, Virginia

THE GRAND JURY CHARGES THAT:

Introductory Allegations

At all times material to this indictment, or as specified below:

1. The defendant, James R. Niblock, was a resident of Vienna, Virginia.
2. Defendant James R. Niblock was a principal and owner of Americas Mortgage, LLC. which he controlled and operated at 1760 Reston Parkway, and 11180 Sunrise Valley Drive, in Reston, Virginia. Americas Mortgage was in the business of originating or producing mortgage loans that were funded by lending institutions.
3. Defendant Niblock negotiated, or caused to be

negotiated, a branch operating agreement with Advantage Investors Mortgage, Corp. to operate a branch office in the Commonwealth of Virginia. Defendant Niblock controlled and operated the branch office which was located at 11180 Sunrise Valley Drive, in Reston, Virginia (hereinafter referred to as AIM). As a branch office, AIM offered the loan products of Advantage Investors Mortgage

4. A relative with the initials "ERJ" was listed as the nominee owner of AIM and his signature was placed on the branch agreement with Advantage Investors Mortgage, Corp.

5. Employees of Americas Mortgage and the Reston, Virginia office of AIM also originated loans for Pacific Guarantee Mortgage.

6. A number of lenders funded loans originated by the AIM office of Reston, Virginia, America's Mortgage, and Pacific Guarantee Mortgage, including Advantage Investors Mortgage Corp., Access Lending Corp., Decision One (aka Household Bank), GMAC Bank, Ohio Savings Bank, Residential Funding Corporation, Washington Mutual Bank (aka North American Mortgage Company), and VirtualBank of Florida.

7. Defendant Niblock was a principal and owner of First National Title and Escrow ("FNTE"), which he controlled and operated at 1760 Reston Parkway, Reston, Virginia, and 11180 Sunrise Valley Drive, Reston, Virginia. Defendant Niblock

attempted to conceal his ownership and control of FNTE with the use of "ERJ" and an individual with the initials "RCS" as nominee owners.

8. An individual with the initials "KS" was the manager of FNTE. The activities of "KS" were directed by defendant Niblock.

9. FNTE was the title company used for escrow and settlement services for the loans brokered and originated by AIM, America's Mortgage, and Pacific Guarantee Mortgage.

10. FNTE provided services in connection with loan transactions, including title insurance services, issuing title insurance endorsements, insured closing letters, binders and commitments.

11. Defendant Niblock opened, maintained and controlled bank accounts for Americas Mortgage, FNTE, and other business names. Defendant Niblock transferred monies between these accounts.

12. Pursuant to its duties as the settlement agent, FNTE received settlement instructions, which were also described as closing or escrow instructions. The settlement instructions provided for the loan origination fee, loan discount, mortgage broker compensation fee, application fee, and any other amounts to be paid to AIM, Pacific Guarantee Mortgage, or FNTE.

13. In order to protect their loans, the lending institutions would loan money on the condition that borrowers

sign deeds of trust (also referred to as mortgages) on the properties securing the loans. The lending institutions required that when a loan closed, all outstanding loans secured by deeds of trust on the property--including all prior mortgages--be paid in full, so that the lending institution's new loan would be secured by a first deed of trust, rather than a second or third deed of trust.

14. As a settlement agent, defendant FNTE would receive the new loan proceeds. New loan proceeds are funds being lent to the borrower by the lending institution. The new loan proceeds were to be used, in part, to pay in full prior mortgages on the property or other prior obligations of the borrower. In some cases, the borrower was to receive a payment from the loan proceeds. The payments to the borrower were also described as a "cash out" check.

15. FNTE received the funds necessary to close loans ("new loan proceeds") by wire transfer to its escrow account number 178-43044-6 ("0446) at Chevy Chase Bank. The escrow account was supposed to serve as a temporary repository for funds FNTE held for the benefit of the borrowers in whose name or for whose benefit the funds were held.

16. As a settlement agent, FNTE and defendant Niblock were responsible for disbursing funds in accordance with the Settlement Statement (HUD-1) and the settlement instructions

provided by the lenders.

17. As a settlement agent, part of FNTE's and defendant Niblock's duties were to make an accurate, honest, and prompt accounting for and disposition of funds attendant to the settlement.

18. For each real estate settlement in which it served as a settlement agent, an FNTE employee or agent would prepare and sign a Settlement Statement known as a "HUD-1." A Settlement Statement is a standardized form used in real estate settlements. FNTE would provide copies of the Settlement Statement (HUD-1) to each participant in every settlement in which it served as a settlement agent. The settlement participants relied on the Settlement Statements (HUD-1s), because the Settlement Statements purported to account for the disposition of all funds changing hands in the settlement.

19. On each Settlement Statement (HUD-1) used in settlements in which it served as a settlement agent, FNTE employees would certify, under penalty of perjury, that the entries on the form were a "true and accurate account" of the transaction, and that the funds were, or would be to be disbursed, in accordance with the Settlement Statement.

20. Upon completing a settlement and closing a loan, FNTE, as the settlement agent, was required to send the borrower's lending institution a copy of the Settlement Statement (HUD-1)

showing that the prior loans of the refinancing owners, secured by deeds of trust on the property, were being paid in full.

21. FNTE would employ independent agents, such as eMobilNotary, to execute the Settlement Statements (HUD-1s) and other closing documents. FNTE employees would prepare and provide the Settlement Statements (HUD-1s) to the notary agents for execution. These independent agents did not have access or control of the loan funds or disbursements, and merely executed documents at the direction of FNTE and James Niblock.

22. Defendant Niblock was primarily responsible for signing the disbursement checks associated with the Settlement Statements (HUD-1s).

23. Instead of maintaining the loan funds in the escrow account, defendant Niblock would transfer the loan proceeds to other accounts under his control.

24. Defendant Niblock failed to settle the loans or make the disbursements as required by the settlement instructions or as represented on the Settlement Statements (HUD-1s).

25. If defendant Niblock did sign disbursement checks which comported with the settlement instructions, he would sign the checks only for the complaining customers.

26. Defendant Niblock converted and diverted the new loan proceeds, without any notice to the lenders, for purposes not allowed by the Settlement Statements (HUD-1s) or the settlement

instructions, including his own personal purposes.

27. In some instances, at the direction of defendant Niblock, FNTE would not issue all the disbursement checks as represented on the Settlement Statements (HUD-1's), but would issue the "cash out" check to the borrower. In this manner, FNTE and defendant Niblock were able to delay notice to the borrower that the loan had not been properly closed and settled, and that FNTE had not made payment in compliance with the Settlement Statements (HUD-1) and settlement instructions.

28. Defendant Niblock used, and caused others to use, the United States mail, and interstate wire transmissions for the purpose of promoting and executing the scheme to defraud.

29. As a result of the misrepresentations and false statements, and as a result of the scheme and artifice to defraud, from in or about April 2002, to and including June 2001, FNTE and defendant Niblock received approximately \$8.6 million which was not disbursed in accordance with the Settlement Statements.

THE SCHEME AND ITS OBJECTS

30. Beginning in or about September 1999, in the Eastern District of Virginia, and elsewhere, defendant Niblock devised and intended to devise a scheme and artifice to defraud and to obtain money by means of material false and fraudulent pretenses, representations and promises.

31. It was part of the scheme to defraud that in loan closings and real estate settlements in which FNTE was the settlement agent, defendant Niblock would use new loan proceeds designated to pay in full the prior mortgages or obligations of the borrowers for some other purpose.

32. It was further part of the scheme to defraud that defendant Niblock would use FNTE and its employees to prepare and execute Settlement Statements (HUD-1s), knowing them to be misleading, false, and fraudulent. At the time that FNTE employees and agents prepared and executed the Settlement Statements (HUD-1s) specified herein, defendant Niblock then and there knew the Settlement Statements were misleading because he planned to divert a portion of the new loan proceeds for some purpose other than to timely pay in full the prior mortgages and obligations of the borrowers, and that such diversions were not in accordance with the disclosures on the Settlement Statements (HUD-1s) or the directives on the settlement instructions. FNTE, and its employees, at the direction of defendant Niblock, would submit the misleading Settlement Statements (HUD-1s) to the lending institutions and the borrowers.

33. It was further part of the scheme to defraud that defendant Niblock would, with respect to some transactions, make some payments as described on the Settlement Statements (HUD-1s). Defendant Niblock's purpose was to conceal from the

borrower/purchaser the fact that he had failed to timely pay in full the prior mortgage and other payments outlined on the Settlement Statements (HUD-1s).

34. It was further part of the scheme to defraud that defendant Niblock would, on occasion, engage in misleading conduct to conceal the fact that certain prior mortgages had not been paid in full.

35. It was further part of the scheme to defraud that in or around February 1998, defendant Niblock incorporated, or caused the incorporation of, First National Title and Escrow, Inc.

36. It was further part of the scheme to defraud that on or about September 17, 1999, defendant Niblock caused the signature stamp of "ERJ" to be placed on the 1999 annual report of FNTE filed with the Commonwealth of Virginia, and caused "ERJ" to be listed as the president of FNTE.

37. It was further part of the scheme to defraud that on or about December 13, 1999, defendant Niblock sold 9356 Mildred Court, Vienna, Virginia, to "ERJ".

38. It was further part of the scheme to defraud that defendant Niblock on or about February 9, 2000, caused the signature stamp of "ERJ" to be placed on the 2000 annual report of FNTE filed with the Commonwealth of Virginia, and caused "ERJ" to be listed as the president of FNTE.

39. It was further part of the scheme to defraud that on or

about February 28, 2000, "ERJ" sold 9356 Mildred Court, Vienna, Virginia to Santosh and Baishali Maskeri.

40. It was further part of the scheme to defraud that on or about February 12, 2001, defendant Niblock caused the signature of "ERJ" to be placed on the branch operating agreement between Advantage Investors Mortgage Corp. and "ERJ".

41. It was further part of the scheme to defraud that on or about March 6, 2001, defendant Niblock opened the FNTE escrow account numbered 178-43044-6 at Chevy Chase Bank ("0046" account).

42. It was further part of the scheme that on or about April 6, 2001, defendant Niblock caused the signature of "ERJ" to be placed on the 2001 annual report of FNTE filed with the Commonwealth of Virginia, and caused "ERJ" to be listed as the president of FNTE.

43. It was further part of the scheme to defraud that, on or about November 14, 2001, a business associate with the initials "FD" was added as a signatory to the FNTE account numbered 0446 at Chevy Chase Bank.

44. It was further part of the scheme to defraud that on or about May 15, 2001, Defendant Niblock opened the FNTE Sweep Account, numbered 089-320419-6, at Chevy Chase Bank on May 15, 2001.

45. It was further part of the scheme to defraud that on or

about April 2, 2001, defendant Niblock opened the FNTE operating account, numbered 004124495335, at Bank of America.

46. It was further part of the scheme to defraud that on or about June 12, 2001, defendant Niblock opened the Americas Mortgage account numbered 156-430497-3 at Chevy Chase Bank.

47. It was further part of the scheme to defraud that on or about September 20, 2001, defendant Niblock organized, or caused the organization of First Fidelity Title and Escrow, LLC.

48. It was further part of the scheme to defraud that on or about June 17, 2002, defendant Niblock informed "ERJ" to respond to any questions about FNTE by stating that he sold it to "RCS". At the direction of defendant Niblock, "ERJ" informed government agents that he had sold FNTE to "RCS".

49. It was further part of the scheme to defraud that in or about June 2002 defendant Niblock caused a 2002 annual report of FNTE to be filed with the Commonwealth of Virginia that removed the name of "ERJ" as the president of FNTE and caused "RCS" to be listed as the president of FNTE.

50. It was further part of the scheme to defraud defendant Niblock failed to file U.S. Individual Income tax returns for the years 1998 through 2001.

The Implementation of the Scheme in Specific Transactions

Harvey and Marta Weaver

51. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Harvey and Marta Weaver to refinance property they owned at 475 Lakeland Street, Grosse Point, Michigan ("Weaver property").

52. It was further part of the scheme to defraud that on or about May 8, 2002, FNTE participated as the settlement agent in the refinancing of the Weaver property.

53. It was a further part of the scheme to defraud that on or about May 7, 2002, Harvey and Marta Weaver executed a note promising to pay \$484,000 to Advantage Investors Mortgage Corp. in return for a loan. Harvey and Marta Weaver also executed a mortgage to secure the repayment of the loan.

54. It was a further part of the scheme to defraud that on or about May 8, 2002, FNTE closed the loan and FNTE was required to disburse \$372,520.27 to Chase Manhattan Mortgage Co., in addition to other disbursements, pursuant to the Settlement Statement (HUD-1).

55. It was a further part of the scheme to defraud that on or about May 14, 2002, defendant Niblock caused \$474,320 to be wired on behalf of Advantage Investors Mortgage Corp. from the Access Lending Corporation account at Guaranty Bank in Austin, Texas to the FNTE Escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

56. It was a further part of the scheme to defraud that on or about May 16, 2002, defendant Niblock caused an FNTE check in the amount of \$96,040.27 to be issued to Harvey and Marta Weaver.

57. On or about May 16, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the Settlement Statement (HUD-1), and a transaction statement showing the incoming wire in the amount of \$474,320.

58. It was further part of the scheme to defraud that defendant Niblock and FNTE failed to make disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Sherman and Betty Harper Loan

59. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Sherman and Betty Harper to refinance property they owned at 10000 Southeast 55th Street in Oklahoma City, Oklahoma ("Harper property").

60. It was further part of the scheme to defraud that on or about May 10, 2002, FNTE participated as the settlement agent in the refinancing of the Harper property.

61. It was a further part of the scheme to defraud that on or about May 10, 2002, Sherman and Betty Harper executed a note

promising to pay \$175,000 to GMAC Bank in return for a loan. Sherman and Betty Harper also executed a mortgage to secure the repayment of the loan.

62. On or about May 10, 2002, FNTE closed the loan and FNTE was required to disburse \$96,977.80 to Chase Manhattan Mortgage and \$59,804.79 to Household, in addition to other disbursements, pursuant to the Settlement Statement (HUD-1).

63. It was a further part of the scheme to defraud that on or about May 15, 2002, defendant Niblock caused \$175,963.56 to be wired from the GMAC Bank Wholesale Wires account at Deutsche Bank Trust Co. Americas (aka Bankers Trust) in New York, New York to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

64. It was further part of the scheme to defraud that Defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Barbara K. Olson Loan

65. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Barbara K. Olson to refinance property she owned at 3312 43rd Avenue South in Minneapolis, Minnesota ("Olsen

property").

66. It was further part of the scheme to defraud that on or about May 11, 2002, FNTE participated as the settlement agent in the refinancing of the Olsen property.

67. It was a further part of the scheme to defraud that on or about May 11, 2002, Barbara K. Olson executed a note promising to pay \$140,900 to Washington Mutual Bank, FA in return for a loan. Barbara K. Olson also executed a mortgage to secure the repayment of the loan.

68. On or about May 11, 2002, FNTE closed the loan and FNTE was required to disburse \$97,840.41 to Guaranty Residential Lending Corp, and \$34,300 to LB Community Bank and Trust pursuant to the Settlement Statement (HUD-1).

69. It was a further part of the scheme to defraud that on or about May 16, 2002, defendant Niblock caused \$142,115.17 to be wired from the North American Mortgage Company account at Bank of New York in Utica, New York to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

70. On or about May 24, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement Statement (HUD-1), and a copy of the wire advice evidencing the receipt of \$142,115.17 from North American Mortgage Company.

71. It was further part of the scheme to defraud that

Defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Ronald J. Petron Loan

72. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Ronald J. Petron to refinance property he owned at 62 Wynn Cove in Brighton, Tennessee ("Petron property").

73. It was further part of the scheme to defraud that on or about May 20, 2002, FNTE participated as the settlement agent in the refinancing of the Petron property.

74. It was a further part of the scheme to defraud that on or about May 20, 2002, Richard J. Petron execute a note promising to pay \$153,300 to Washington Mutual Bank, FA in return for a loan. Richard J. Petron and Betty A. Petron also executed a deed of trust to secure the repayment of the loan.

75. On or about May 24, 2002, FNTE closed the loan and FNTE was required to disburse \$147,344.59 to Union Planters Mortgage pursuant to the Settlement Statement (HUD-1).

76. It was a further part of the scheme to defraud that on or about May 30, 2002, defendant Niblock caused \$151,953.80 to be wired from the North American Mortgage Company account at the

Bank of New York in Utica, New York to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

77. On or about May 31, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement Statement (HUD-1), and a copy of the wire advice evidencing the receipt of \$151,953.80 from North American Mortgage Company.

78. It was further part of the scheme to defraud that Defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Philip Vandenberg Loan

79. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Philip Vandenberg to refinance property he owned at 111 Aspen Drive, Downingtown, Pennsylvania ("Vandenberg property").

80. It was further part of the scheme to defraud that on or about May 24, 2002, FNTE participated as the settlement agent in the refinancing of the Vandenberg property.

81. It was a further part of the scheme to defraud that on or about May 24, 2002, Philip Vandenberg executed a note

promising to pay \$398,000 to Decision One Mortgage Company, LLC in return for a loan. Philip and Susan Vandenberg also executed a mortgage to secure the repayment of the loan.

82. On or about May 24, 2002, FNTE closed the loan and FNTE was required to disburse \$340,736.76 to Homeside Lending, \$11,000 to Ford Motor and \$8,001 to Peoples Bank, in addition to other disbursements, pursuant to the Settlement Statement (HUD-1).

83. It was a further part of the scheme to defraud that on or about May 30, 2002, defendant Niblock caused \$392,089.83 to be wired from Decision One account at Household Bank in Prospect Heights, Illinois, to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

84. On or about June 3, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement Statement (HUD-1), and a copy of the wire advice evidencing the receipt of \$392,089.83 from Decision One.

85. It was further part of the scheme to defraud that defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Kenneth and Vickianne Weber Loan

86. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Kenneth and Vickianne Weber to refinance property they owned at 2632 Pearson Parkway in Brooklyn Park, Minnesota ("Weber property").

87. It was further part of the scheme to defraud that on or about May 27, 2002, FNTE participated as the settlement agent in the refinancing of the Weber property.

88. It was a further part of the scheme to defraud that on or about May 23, 2002, Kenneth and Vickianne Webber executed a note promising to pay \$137,000 to Washington Mutual Bank, FA in return for a loan. Kenneth and Vickianne Weber also executed a mortgage to secure the repayment of the loan.

89. On or about May 27, 2002, FNTE closed the loan and FNTE was required to disburse \$28,381.68 to TCF National Bank, \$22,569.54 to Wells Fargo Home Mortgage, and \$5,140.76 to Kenneth and Vickianne Weber, in addition to other disbursements, pursuant to the Settlement Statement (HUD-1).

90. It was a further part of the scheme to defraud that on or about June 3, 2002, defendant Niblock caused \$136,893.98 to be wired from the North American Mortgage Company account at Bank of New York in Utica, New York to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

91. On or about June 5, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement Statement (HUD-1) and a copy of the wire advice evidencing the receipt of \$136,893.98 from Washington Mutual Savings.

92. It was further part of the scheme to defraud that Defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Bobby Hansmann Loan

93. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Bobby Hansmann to refinance property he owned at 9031 John day Drive in Gold Hill, Oregon ("Hansmann property").

94. It was further part of the scheme to defraud that on or about May 29, 2002, FNTE participated as the settlement agent in the refinancing of the Hansmann property.

95. It was a further part of the scheme to defraud that on or about May 29, 2002, Bobby Hansmann executed a note promising to pay \$300,000 to AIM, a Corporation, in return for a loan. Bobby Hansmann also executed a deed of trust to secure the

repayment of the loan.

96. On or about May 29, 2002, FNTE closed the loan and FNTE was required to disburse \$249,821.67 to USAA Federal Savings Bank, and \$40,645 to Bobby Hansmann pursuant to the Settlement Statement (HUD-1).

97. It was a further part of the scheme to defraud that on or about June 3, 2002, defendant Niblock caused \$303,381.87 to be wired from the Ohio Savings Bank in Cleveland, Ohio to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

98. On or about June 13, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, and a copy of the wire advice evidencing the receipt of \$303,381.87 from the Ohio Savings Bank.

99. It was further part of the scheme to defraud that Defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Michael and Anne Overall Loan

100. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Michael and Ann Overall to refinance

property they owned at 10553 Gorman Road in Bethesda, Maryland ("Overall property").

101. It was further part of the scheme to defraud that on or about May 29, 2002, FNTE participated as the settlement agent in the refinancing of the Overall property.

102. It was a further part of the scheme to defraud that on or about May 24, 2002, Michael and Anne Overall executed a note promising to pay \$225,900 to GMAC Bank in return for a loan. Michael and Anne Overall also executed a deed of trust to secure the repayment of the loan.

103. On or about May 29, 2002, FNTE closed the loan and FNTE was required to disburse \$180,146.11 to First Horizon Home Loans, Inc., \$26,753 to First Tennessee Bank, and \$9,911.40 to Michael and Anne Overall pursuant to the Settlement Statement (HUD-1).

104. It was a further part of the scheme to defraud that on or about June 3, 2002, defendant Niblock caused \$227,466.07 to be wired from the GMAC Bank Wholesale Wires account at Deutsche Bank Trust Co. Americas (aka Bankers Trust) in New York, New York, to the FNTE Escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

105. On or about June 14, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement

Statement (HUD-1), and a copy of the transaction statement evidencing the receipt of \$227,466.07 from GMAC.

106. It was further part of the scheme to defraud that Defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Robert and Jacquelyn Duncanson Loan

107. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Robert and Jacquelyn Duncanson to refinance property they owned at 11505 22nd Avenue South in Burnsville, Minnesota ("Duncanson property").

108. It was further part of the scheme to defraud that on or about May 30, 2002, FNTE participated as the settlement agent in the refinancing of the Duncanson property.

109. It was a further part of the scheme to defraud that on or about May 30, 2002, Robert and Jacquelyn Duncanson executed a note promising to pay \$186,000 to AIM, a Corporation, in return for a loan. Robert and Jacquelyn Duncanson also executed a mortgage to secure the repayment of the loan.

110. On or about May 30, 2002, FNTE closed the loan and FNTE was required to disburse \$114,281.20 to Washington Mutual,

\$23,566.40 to Bank One, and \$12,853 to Citi, in addition to other payments, pursuant to the Settlement Statement (HUD-1).

111. It was a further part of the scheme to defraud that on or about June 4, 2002, defendant Niblock caused \$183,489.94 to be wired from the Ohio Savings Bank in Cleveland, Ohio, to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

112. On or about June 13, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement Statement (HUD-1), and a copy of the wire advice evidencing FNTE's receipt of \$183,489.94 from Ohio Savings Bank.

113. It was further part of the scheme to defraud that Defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement. Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement.

Bradley and Leslie Horne Loan

114. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Bradley and Leslie Horne to refinance property they owned at 2120 Pineview Circle in Dover, Pennsylvania ("Horn property").

115. It was further part of the scheme to defraud that on or about May 30, 2002, FNTE participated as the settlement agent in the refinancing of the Horne property.

116. It was a further part of the scheme to defraud that on or about May 30, 2002, Bradley and Leslie Horne executed a note promising to pay \$89,700 to AIM, a Corporation, in return for a loan. Bradley and Leslie Horne also executed a mortgage to secure the repayment of the loan.

117. On or about May 30, 2002, FNTE closed the loan and FNTE was required to disburse \$82,334.61 to PHH Mortgage Services (Cendant Mortgage) pursuant to the Settlement Statement (HUD-1).

118. It was a further part of the scheme to defraud that on or about June 4, 2002, defendant Niblock caused \$88,915.84 to be wired from the Ohio Savings Bank in Cleveland, Ohio, to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

119. On or about June 17, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement Statement (HUD-1), and a copy of the wire advice evidencing FNTE's receipt of \$88,915.84 from Decision One.

120. It was further part of the scheme to defraud that Defendant Niblock and FNTE failed to make the disbursements from

the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Christopher Miller Loan

121. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Christopher Miller to refinance property he owned at 1653 NW 785th Street in Bates City, Missouri ("Miller property").

122. It was further part of the scheme to defraud that on or about May 30, 2002, FNTE participated as the settlement agent in the refinancing of the Miller property.

123. It was a further part of the scheme to defraud that on or about May 30, 2002, Christopher Miller executed a note promising to pay \$148,500 to AIM, a Corporation, in return for a loan. Christopher Miller also executed a deed of trust to secure the repayment of the loan.

124. On or about May 30, 2002, FNTE closed the loan and FNTE was required to disburse \$133,081.58 U.S. Bank Home Mortgage, and \$9,908.88 to Christopher Miller pursuant to the Settlement Statement (HUD-1).

125. It was a further part of the scheme to defraud that on or about June 4, 2002, defendant Niblock caused \$150,957.46 to be

wired from the Ohio Savings Bank account in Cleveland, Ohio, to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

126. On or about June 18, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement Statement (HUD-1), and a copy of the wire advice evidencing FNTE's receipt of \$150,957.46 from Ohio Savings Bank.

127. It was further part of the scheme to defraud that Defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Glen and Anna Olson Loan

128. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Glen and Anna Olson to refinance property they owned at 6465 Hokah Drive in Lino Lakes Minnesota ("Olson property").

129. It was further part of the scheme to defraud that on or about May 30, 2002, FNTE participated as the settlement agent in the refinancing of the Olson property.

130. It was a further part of the scheme to defraud that on

or about May 30, 2002, Glen and Anna Olson executed a note promising to pay \$136,800 to AIM, a Corporation, in return for a loan. Glenn and Anna Olson also executed a mortgage to secure the repayment of the loan.

131. On or about May 30, 2002, FNTE closed the loan and FNTE was required to disburse \$16,876.81 to Wells Fargo Home Loans, Inc., \$11,408 to Chase, and \$27,871 to Glenn and Anna Olson, in addition to other payments, pursuant to the Settlement Statement (HUD-1).

132. It was a further part of the scheme to defraud that on or about June 4, 2002, defendant Niblock caused \$138,982.57 to be wired from the Ohio Savings Bank in Cleveland, Ohio to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

133. On or about June 17, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement Statement, and a copy of the incoming message print evidencing FNTE's receipt of \$138,982.57 from Ohio Savings Bank.

134. It was further part of the scheme to defraud that Defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of

the Settlement Statement (HUD-1).

Julia Shannon Loan

135. It was a further part of the scheme to defraud that in or about May 2002, Pacific Guarantee Mortgage originated a loan for Julia Shannon to refinance property they owned at 18 Thistle Drive in Ballston Spa, New York ("Shannon property").

136. It was further part of the scheme to defraud that on or about May 30, 2002, FNTE participated as the settlement agent in the refinancing of the Shannon property.

137. It was a further part of the scheme to defraud that on or about May 30, 2002 Julia Shannon executed a note promising to pay \$181,000 to Household Bank in return for a loan. Julia Shannon also executed a mortgage to secure the repayment of the loan.

138. On or about May 30, 2002, FNTE closed the loan and FNTE was required to disburse \$131,532.38 to Chase Manhattan Mortgage, \$23,762.84 to M&T Mortgage, and \$15,324.05 to Julia A. Shannon pursuant to the Settlement Statement (HUD-1).

139. It was a further part of the scheme to defraud that on or about June 4, 2002, defendant Niblock caused \$179,384.27 to be wired from the Decision One account at Household Bank in Prospect Heights, Illinois, to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

140. On or about June 17, 2002, an FNTE employee presented

defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement Statement (HUD-1), and a copy of the wire advice evidencing the receipt of \$179,384.27 from Decision One.

141. It was further part of the scheme to defraud that Defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Jorge and Elisea Gamarci Loan

142. It was a further part of the scheme to defraud that in or about May 2002, Pacific Guarantee Mortgage originated a loan for Jorge and Elisea Gamarci to refinance property they owned at 44 Sumner Road in Greenwich, Connecticut ("Gamarci property").

143. It was further part of the scheme to defraud that on or about May 31, 2002, FNTE participated as the settlement agent in the refinancing of the Gamarci property.

144. It was a further part of the scheme to defraud that on or about May 31, 2002, Jorge and Elisea Gamarci executed an adjustable rate note promising to pay \$1,690,000 to the VirtualBank in return for a loan. Jorge and Elisea Gamarci also executed an open-end mortgage deed to secure the repayment of the loan.

145. On or about May 31, 2002, FNTE closed the loan and FNTE was required to disburse \$959,878.78 to Homeside Lending, Inc. and \$248,891.56 to Peoples Bank, in addition to other disbursements, pursuant to the Settlement Statement (HUD-1).

146. It was a further part of the scheme to defraud that on or about June 5, 2002, defendant Niblock caused \$1,688,854.54 to be wired from VirtualBank account at Virtual Bank in Palm Beach Gardens, Florida to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

147. It was further part of the scheme that on or about June 14, 2002, FNTE and defendant Niblock caused \$179,839.70 to be wired from the FNTE escrow account 0446 at Chevy Chase Bank in Bethesda, Maryland to the account of Jorge Gamarci at CitiBank, N.A. in New York, New York.

148. On or about June 14, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement Statement (HUD-1), and a copy of the transaction statement showing the incoming wire in the amount of \$1,688,854.54.

149. It was further part of the scheme to defraud that defendant Niblock and FNTE failed to make the disbursements from the escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of

the Settlement Statement (HUD-1).

Scott Gosline Loan

150. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Scott Gosline to refinance property he owned at 2333 Lake Villas Court, in Duluth, Georgia ("Gosline property").

151. It was further part of the scheme to defraud that on or about May 31, 2002, FNTE participated as the settlement agent in the refinancing of the Gosline property.

152. It was a further part of the scheme to defraud that on or about June 4, 2002, Scott Gosline executed a note promising to pay \$167,800 to Advantage Investors Mortgage Corp. in return for a loan. Scott Gosline also executed a security deed to secure the repayment of the loan.

153. On or about June 7, 2002, FNTE closed the loan and FNTE was required to disburse \$116,100.95 to Suntrust Mortgage, \$35,027.09 to Wachovia, and \$8,592.22 to Scott Gosline, pursuant to the Settlement Statement (HUD-1).

154. It was a further part of the scheme to defraud that on or about June 12, 2002, defendant Niblock caused \$162,586.26 to be wired on behalf of Advantage Mortgage Corp. from the Access Lending Corporation account at Washington Mutual Texas in Houston, Texas, to the FNTE escrow account number 0446 at Chevy

Chase Bank in Bethesda, Maryland.

155. On or about June 19, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement Statement (HUD-1), and a copy of the wire advice evidencing the receipt of \$162,586.26 from Access Lending Corporation.

156. It was further part of the scheme to defraud that defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Richard and Denise Landers Loan

157. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Richard and Denise Landers to refinance property they owned at 35453 Sourwood Place in Round Hill, Virginia ("Landers property").

158. It was further part of the scheme to defraud that on or about May 31, 2002, FNTE participated as the settlement agent in the refinancing of the Landers property.

159. It was a further part of the scheme to defraud that on or about May 30, 2002, Richard and Denise Landers executed a note promising to pay \$251,200 to AIM, a Corporation, in return for a

loan. Richard and Denise Landers also executed a deed of trust to secure the repayment of the loan.

160. On or about May 31, 2002, FNTE closed the loan and FNTE was required to disburse \$219,224.54 to Weichert Financial Services, and \$23,098.85 to USAA Federal Savings Bank pursuant to the Settlement Statement (HUD-1).

161. It was a further part of the scheme to defraud that on or about June 6, 2002, defendant Niblock caused \$245,468.86 to be wired behalf of Advantage Investors Mortgage Corp. from the Access Lending Corporation account at Washington Mutual Texas in Houston, Texas, to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

162. On or about June 17, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature.

163. It was further part of the scheme to defraud that Defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Roselee Maddaloni

164. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Roselee Maddaloni to refinance property she

owned at 104 Middlebury Drive, in Warwick, Pennsylvania ("Maddaloni property").

165. It was further part of the scheme to defraud that on or about May 31, 2002, FNTE participated as the settlement agent in the refinancing of the Maddaloni property.

166. It was a further part of the scheme to defraud that on or about May 31, 2002, Roselee Maddaloni executed a note promising to pay \$133,500 to AIM, a Corporation, in return for a loan. Roselee Maddaloni also executed a mortgage to secure the repayment of the loan.

167. On or about May 31, 2002, FNTE closed the loan and FNTE was required to disburse \$118,644.15 to Harris Trust and Savings Bank and \$6,959.62 to Commerce Bank, pursuant to the Settlement Statement (HUD-1).

168. It was a further part of the scheme to defraud that on or about June 5, 2002, defendant Niblock caused \$133,222.08 to be wired from the Ohio Savings Bank in Cleveland, Ohio, to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

169. On or about June 17, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement Statement (HUD-1), and a copy of the wire advice evidencing the receipt of \$133,222.08 from the Ohio Savings Bank.

170. It was further part of the scheme to defraud that defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Kenneth and Peggy Bigler

171. It was a further part of the scheme to defraud that in or about May 2002, the AIM branch office in Reston, Virginia, originated a loan for Kenneth and Peggy Bigler to refinance property they owned at 5339 Westfield Road, Mequon, Wisconsin ("Bigler property").

172. It was further part of the scheme to defraud that on or about June 7, 2002, FNTE participated as the settlement agent in the refinancing of the Bigler property.

173. It was a further part of the scheme to defraud that on or about June 7, 2002, Kenneth Bigler executed a note promising to pay \$224,000 to GMAC Bank in return for a loan. Kenneth and Peggy Bigler also executed a deed of trust to secure the repayment of the loan.

174. On or about June 7, 2002, FNTE closed the loan and FNTE was required to disburse \$183,146.44 to World Savings and \$6,142 to Fleet Credit Card, in addition to other disbursements, pursuant to the Settlement Statement (HUD-1).

175. It was a further part of the scheme to defraud that on or about June 13, 2002, defendant Niblock caused \$224,847 to be wired from the GMAC Bank Wholesale Wires account at Deutsche Bank Trust Co. Americas (aka Bankers Trust) in New York, New York, to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

176. On or about June 19, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement Statement (HUD-1), and a copy of the wire advice evidencing the receipt of \$224,847 from GMAC Bank Wholesale Wires.

177. It was further part of the scheme to defraud that defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Susan and George Satterlee

178. It was a further part of the scheme to defraud that in or about June 2002, the AIM branch office in Reston, Virginia, originated a loan for Susan and George Satterlee to refinance property they owned at 19901 North 69th Avenue, Glendale, Arizona Lot 17, The Vistas at Arrowhead Ranch ("Satterlee property").

179. It was further part of the scheme to defraud that on

or about June 7, 2002, FNTE participated as the settlement agent in the refinancing of the Satterlee property.

180. It was a further part of the scheme to defraud that on or about June 7, 2002, Susan and George Satterlee executed an adjustable rate note promising to pay \$223,843 to Household Bank in return for a loan. Susan and George Satterlee also executed a deed of trust to secure the repayment of the loan.

181. On or about June 7, 2002, FNTE closed the loan and FNTE was required to disburse \$165,234.04 to Chase Manhattan Mortgage Co. and \$12,930 to WA Trust, in addition to other disbursements, pursuant to the Settlement Statement (HUD-1).

182. It was a further part of the scheme to defraud that on or about June 12, 2002, defendant Niblock caused \$224,264.52 to be wired from the Decision One account at Household Bank in Prospect Heights, Illinois, to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

183. On or about June 17, 2002, an FNTE employee presented defendant Niblock with disbursement checks for his signature, a copy of the disbursement statement, a copy of the Settlement Statement (HUD-1), and a copy of the wire advice evidencing the receipt of \$224,264.52 from Decision One.

184. It was further part of the scheme to defraud that defendant Niblock and FNTE failed to make the disbursements from the FNTE Escrow account as require by the Settlement Statement

(HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

Jennifer and Jody Quiggle

185. It was a further part of the scheme to defraud that in or about June 2002, the AIM branch office in Reston, Virginia, originated a loan for Jennifer and Jody Quiggle to refinance property they owned at 14005 North 36th Street Way, in Phoenix, Arizona ("Quiggle property").

186. It was further part of the scheme to defraud that on or about June 19, 2002, FNTE participated as the settlement agent in the refinancing of the Quiggle property.

187. It was a further part of the scheme to defraud that on or about June 19, 2002, Jennifer and Jody Quiggle executed a note promising to pay \$144,000 to Household Bank in return for a loan. Jennifer and Jody Quiggle also executed a deed of trust to secure the repayment of the loan.

188. On or about June 19, 2002, FNTE closed the loan and FNTE was required to disburse \$97,006.09 to Principal Residential Mortgage Inc., \$26,158.38 to HomEq Servicing Corporation, and \$12,657.89 to Jennifer and Jody Quiggle pursuant to the Settlement Statement (HUD-1).

189. It was a further part of the scheme to defraud that on or about June 14, 2002, defendant Niblock caused \$138,365.36 to

be wired from the Decision One account at Household Bank in Prospect Heights, Illinois, to the FNTE escrow account number 0446 at Chevy Chase Bank in Bethesda, Maryland.

190. It was further part of the scheme to defraud that defendant Niblock and FNTE failed to make the disbursements from the FNTE escrow account as require by the Settlement Statement (HUD-1). Instead, defendant Niblock caused the loan proceeds to be diverted for purposes that were not in accordance the terms of the Settlement Statement (HUD-1).

COUNTS ONE THROUGH FORTY

(Wire Fraud)

THE GRAND JURY FURTHER CHARGES THAT:

191. Paragraphs one through one hundred and ninety are hereby realleged and incorporated by reference as though set forth in full herein, as constituting and describing defendant James R. Niblock's scheme and artifice to defraud and to obtain money by means of material false and fraudulent pretenses and representations.

The Wire Transmissions

192. On or about the dates listed below, within the Eastern District of Virginia, defendant James R. Niblock, for the purpose of executing and attempting to execute the scheme to defraud, did knowingly transmit and cause to be transmitted by means of wire communication in interstate commerce the following writings,

signs, signals, and sounds from and to the persons set forth below:

<u>Count</u>	<u>Borrower</u>	<u>Date</u>	<u>Item</u>	<u>Amount</u>	<u>From</u>	<u>To</u>
1.	Weaver	5/14/02	Loan Proceeds	\$474,320	Guaranty Bank Austin, TX	Chevy Chase Bank Bethesda, MD
2.	Weaver	5/10/02	Facsimile Sheet and Settlement Statement	\$474,320	Harvey Weaver Grosse Pointe, MI	FNTE Reston, VA
3.	Harper	5/15/02	Loan Proceeds	\$175,963	Bankers Trust/ Deutsche Bank New York, NY	Chevy Chase Bank Bethesda, MD
4.	Harper	5/15/02	Facsimile Receipt	\$175,963	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA
5.	B. Olson	5/16/02	Loan Proceeds	\$142,115	Bank of New York Utica, NY	Chevy Chase Bank Bethesda, MD
6.	B. Olson	5/16/02	Facsimile Receipt	\$142,115	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA
7.	Petron	5/30/02	Loan Proceeds	\$151,953	Bank of New York Utica, NY	Chevy Chase Bank Bethesda, MD
8.	Petron	5/30/02	Facsimile Receipt	\$151,953	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA
9.	Vandenberg	5/30/02	Loan Proceeds	\$392,089	Household Bank Prospect Heights IL	Chevy Chase Bank Bethesda, MD
10.	Vandenberg	5/30/02	Facsimile Receipt	\$392,089	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA
11.	Weber	6/3/02	Loan Proceeds	\$136,893	Bank of New York Utica, NY	Chevy Chase Bank Bethesda, MD
12.	Weber	6/3/02	Facsimile Receipt	\$136,893	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA

13.	Hansmann	6/3/02	Loan Proceeds	\$303,381	Ohio Savings Bank Cleveland, OH	Chevy Chase Bank Bethesda, MD
14.	Hansmann	6/3/02	Facsimile Receipt	\$303,381	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA
15.	Overall	6/3/02	Loan Proceeds	\$227,466	Bankers Trust/ Deutsche Bank New York, NY	Chevy Chase Bank Bethesda, MD
16.	Overall	5/23/02	Payoff Statement	\$227,466	First Horizon Home Loans Irving, TX	FNTE Reston, VA
17.	Duncanson	6/4/02	Loan Proceeds	\$183,489	Ohio Savings Bank Cleveland, OH	Chevy Chase Bank Bethesda, MD
18.	Duncanson	6/4/02	Facsimile Receipt	\$183,489	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA
19.	Horne	6/4/02	Loan Proceeds	\$88,915	Ohio Savings Bank Cleveland, OH	Chevy Chase Bank Bethesda, MD
20.	Horne	6/4/02	Facsimile Receipt	\$88,915	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA
21.	Miller	6/4/02	Loan Proceeds	\$150,957	Ohio Savings Bank Cleveland, OH	Chevy Chase Bank Bethesda, MD
22.	Miller	6/4/02	Facsimile Receipt	\$150,957	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA
23.	G. Olson	6/4/02	Loan Proceeds	\$138,982	Ohio Savings Bank Cleveland, OH	Chevy Chase Bank Bethesda, MD
24.	G. Olson	6/4/02	Message Print	\$138,982	Chevy Chase Bank Bethesda, MD	Chevy Chase Bank Reston, VA
25.	Shannon	6/4/02	Loan Proceeds	\$179,384	Household Bank Prospect Heights IL	Chevy Chase Bank Bethesda, MD
26.	Shannon	6/4/02	Facsimile Receipt	\$179,384	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA

27.	Gamarci	6/5/02	Loan Proceeds	\$1,688,854	Virtual Bank Palm Beach Gardens, FL	Chevy Chase Bank Bethesda, MD
28.	Gamarci	6/4/02	Loan Payoff Confirmation	\$247,943	People's Bank Bridgeport, CT	FNTE Reston, VA
29.	Gosline	6/12/02	Loan Proceeds	\$162,586	Washington Mutual Bank Houston, TX	Chevy Chase Bank Bethesda, MD
30.	Gosline	6/4/02	Facsimile Receipt	\$162,586	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA
31.	Landers	6/6/02	Loan Proceeds	\$245,468	Washington Mutual Bank Houston, TX	Chevy Chase Bank Bethesda, MD
32.	Landers	6/4/02	Facsimile Receipt	\$245,468	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA
33.	Maddaloni	6/5/02	Loan Proceeds	\$133,222	Ohio Savings Bank Cleveland, OH	Chevy Chase Bank Bethesda, MD
34.	Maddaloni	6/5/02	Facsimile Receipt	\$133,222	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA
35.	Bigler	6/13/02	Loan Proceeds	\$224,847	Bankers Trust/ Deutsche Bank New York, NY	Chevy Chase Bank Bethesda, MD
36.	Bigler	6/13/02	Facsimile Receipt	\$224,847	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA
37.	Satterlee	6/12/02	Loan Proceeds	\$224,264	Household Bank Prospect Heights IL	Chevy Chase Bank Bethesda, MD
38.	Satterlee	6/12/02	Facsimile Receipt	\$224,264	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA
39.	Quiggle	6/14/02	Loan Proceeds	\$138,564	Household Bank Prospect Heights IL	Chevy Chase Bank Bethesda, MD
40.	Quiggle	6/14/02	Facsimile Receipt	\$138,564	Chevy Chase Bank Bethesda, MD	FNTE Reston, VA

(In violation of Title 18, United States Code, Sections 1343 and 2).

FORFEITURE

THE GRAND JURY FURTHER CHARGES THAT:

Defendant Niblock, if convicted of Counts one through forty, shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C), 28 U.S.C. § 2461, and 21 U.S.C. 853, any property, real or personal, that constitutes or is derived from or is traceable to the proceeds obtained directly or indirectly from the commission of the violations charged in Counts one through forty of this Indictment; and

The property that the defendants shall forfeit includes, but is not limited to, all assets and accounts of the businesses known as First National Title and Escrow, Americas Mortgage, Nationwide Services and its subsidiaries, and the following sums of money, representing the proceeds of the charged wire fraud violations obtained by the defendant:

If Convicted	Defendant Shall Forfeit and
<u>of Count No.</u>	<u>be Liable For:</u>

1 and/or 2	\$378,280
3 and/or 4	\$175,963
5 and/or 6	\$142,115
7 and/or 8	\$151,953
9 and/or 10	\$392,089
11 and/or 12	\$136,893

13 and/or 14	\$303,381
15 and/or 16	\$227,466
17 and/or 18	\$183,489
19 and/or 20	\$88,915
21 and/or 22	\$150,957
23 and/or 24	\$138,982
25 and/or 26	\$179,384
27 and/or 28	\$1,509,015
29 and/or 30	\$162,586
31 and/or 32	\$245,468
33 and/or 34	\$133,222
35 and/or 36	\$224,847
37 and/or 38	\$224,264
39 and/or 40	\$138,564

(Pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461, and Title 21, United States Code, Section 853.)

A TRUE BILL

FORERERSON
Alexandria, Virginia

Date: _____

PAUL J. McNULTY
United States Attorney

Justin W. Williams
Assistant United States Attorney
Chief, Criminal Division

Dana J. Boente
Assistant United States Attorney